

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Mintovate, LLC

**2. Registration Number**

7322

**3. Primary Address of Registrant**

500 East 3rd Street, Apt 312, Dayton, OH 45402

**4. Name of Foreign Principal**

Amulus Security Ltd.

**5. Address of Foreign Principal**16 Great Queen Street, Covent Garden  
London, United Kingdom  
UNITED KINGDOM WC2B 5AH**6. Country/Region Represented**

UNITED KINGDOM

**7. Indicate whether the foreign principal is one of the following:**☐ Government of a foreign country<sup>1</sup>☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Amulus Security LTD provides consulting services related to risk and security, and they produce ballistic safe havens in a variety of configurations with applications for defense, humanitarian relief, non-government organizations, and industry.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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11. Explain fully all items answered "Yes" in Item 10(b).

See Appendix for Response

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

09/12/2023Brandy Foster/s/Brandy Foster09/12/2023Nathan Dillard/s/Nathan Dillard

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

09/10/2023Brandy FosterBrandy Foster



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
9/10/2023	Nathan Dillard	Nathan Dillard

## **Appendix**

### **Response to Item 11**

**Item 11: Explain fully all items answered "Yes" in Item 10(b).**

Item 10(b) Supervised: Given that Amulus Security LTD is registered in the United Kingdom, it is subject to supervision by the government of the United Kingdom. It's Company Number is12145376.

Item 10(b) Owned: To the best of my knowledge, Amulus Security LTD is co-owned by Major General (retired) John Holmes and Mr. James Langford, both of whom are citizens of the UK who reside in the UK.

Item 10(b) Directed: Major General (retired) John Holmes and Mr. James Langford are both Directors of Amulus Security LTD. They were both appointed Directors on June 20, 2022.

Item 10(b) Controlled: Major General (retired) John Holmes and Mr. James Langford are both Directors of Amulus Security LTD. They were both appointed Directors on June 20, 2022.

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Mintovate, LLC

2. Registration Number  
7322

3. Name of Foreign Principal  
Amulus Security Ltd.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 07/17/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Mintovate, LLC has a channel partnership agreement with Amulus Security Ltd. that authorizes Mintovate to market Amulus to commercial and governmental entities; Mintovate receives a commission ranging from \$20,000 to \$35,000 per unit sold. The agreement's Initial Period is effective for 12 months from the date of execution and renews automatically. The parties may terminate the agreement with 3 months of notice. Mintovate, LLC signed a contract with Amulus on February 15, 2023 and spent several months simply discussing strategy. Mintovate works about 1 hour/week on matters related to Amulus. Mintovate discovered that the February contract was not fully executed and signed a new contract with Amulus effective July 17, 2023.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Mintovate, LLC manages the LinkedIn account by posting content and makes updates to the Amulus website. Mintovate identifies potential teaming partners, collaborators, advocates, and domestic fabricators of the Amulus unit. Mintovate facilitates outreach to US government officials (i.e., Congressman Mike Turner's officer, Senator Jon Tester's office, Congressman Greg Landsman's office) as part of its effort to sell Amulus units to Ukraine. Additionally, Mintovate has sought guidance from federal entities about how to sell Amulus units to Ukraine (i.e., Foreign Military Sales office, U.S. Embassy in Kyiv, Ukraine). Mintovate has always disclosed to all of these entities that it is a U.S. company working on behalf of a UK-based company. Mintovate will write proposals and supporting material once a solicitation is identified.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

See Appendix for Response

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
See Appendix for Response			

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

09/12/2023Brandy Foster/s/Brandy Foster09/12/2023Nathan Dillard/s/Nathan Dillard

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

09/10/2023Brandy FosterBrandy Foster

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
9/10/2023	Nathan Dillard	Nathan Dillard

## Appendix

### Response to Item 10

**Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.**

The Mintovate team has had multiple discussions with congressional aides from the offices of Congressmen Turner and Landsman and Senator Tester about Amulus and Ukraine. These conversations have occurred via telephone, email, and virtual and in-person meetings. The Mintovate team circulated an invalid letter of request (LoR) signed by Major General Budanov of the Ukrainian Ministry of Defense; Amulus obtained this letter last year, but it does not conform to the U.S. LoR requirements. The Mintovate team has also emailed the U.S. Embassy in Ukraine. The purpose of all of these discussions have been to promote Amulus, to understand the acquisitions process, and to explore how to leverage U.S. funding for Ukraine to send Amulus units to Ukraine.

Amulus is working with staff within the Ukrainian Ministry of Defense to obtain a new, compliant LoR. Amulus and Mintovate have had a few virtual meetings with members of Major General Budanov's staff to discuss the pathway to a new LoR, including understanding the technical requirements (i.e., anti-jamming capabilities). In early August, Amulus was told by Major General Budanov's staff that Deputy Director Gabrilov would not sign a new LoR at this time. The Mintovate team deduced that Deputy Director Gabrilov likely declined to sign an LoR due to the recent launch of the Accelerator, Ukraine's "one-window" approach for submitting military technology proposals. Mintovate prepared a white paper and submitted it via the Accelerator.

Via her role at Buffalo Horse, Inc., Mintovate's CEO Brandy Foster has submitted a response to a sources sought notice by the American Consulate General, Regional Procurement Support Office for Mobile Modular Field Camps (Pre-Quotation Notice No.: 19GE5023Q0078) and has contacted the contracting specialist Maureen MacDougal three times by email to encourage her to award a sole source contract to BHI, which is the exclusive distributor of Amulus in the United States.

Mintovate has also briefly discussed with the congressional aides the potential opportunity to stand up a new Amulus fabricator site within Ohio and/or Montana, which would create jobs and new revenue.

## **Appendix**

### **Response to Item 11-Description**

The Mintovate team includes CEO Brandy Foster, CSO Nate Dillard, and subcontractor Steve Jones. Brandy Foster is also the Director of Strategy for Buffalo Horse, Inc. (BHI), a tribal 8(a) company; BHI's former general manager Dustin Monroe waived Brandy's conflict of interest. The Mintovate team has always identified itself as a consulting firm driving strategy for UK-based Amulus. Mintovate has promoted Amulus to BHI as a potential teaming partner for US DoD procurement. Brandy Foster has also regularly communicated with DMAero, a prime on the Eglin Wide Agile Acquisition Contract (EWAAC), on which BHI is a subcontractor. DMEArO advised Brandy Foster to contact the Foreign Military Sales office and the Deputy Secretary of the Air Force for Foreign Affairs; she also contacted the US Embassy in Ukraine. Mintovate has held ongoing conversations with the staffs of Congressmen Turner and Landsman and Senator Tester. The goal of every conversation is to promote Amulus and to explore how to get Amulus units to Ukraine for defense and humanitarian purposes by leveraging US funding for Ukraine. Mintovate has also engaged with prospective US-based fabricators NexGen Containers and Auxiliary Systems, Inc. Mintovate has reached out to the State Department and US Embassy in Ukraine to seek help with understanding the procurement process and requirements for assisting a foreign company. Nate Dillard of Mintovate manages the Amulus LinkedIn page and creates and posts content related to Ukraine and Amulus's capabilities.



## Appendix

### Response to Item 11-Detail

Date	Contact	Method	Purpose
04/11/2023	Dustin Monroe and Shawn Ironmaker Buffalo Horse Inc	Virtual Meeting	Promotion
04/11/2023	Paul Jackson and Travis McCullough of the Entrepreneurs' Center	Email	Promotion
04/12/2023	Bill Harchick Director of Calamityville Wright State University,	Email	Promotion
04/17/2023	Bill Harchick Director of Calamityville Wright State University,	Meeting	Promotion
04/24/2023	Kim Patton Entrepreneurs' Center	Virtual Meeting	Promotion
04/30/2023	Rob Banerjee President of NexGen; Todd Bollenbacher and Paul Jackson of the Entrepreneurs' Center Dayton OH	Email	Promotion
05/01/2023	Austin Nickerbocker	Email	Promotion
05/10/2023	Congressman Mike Turner's Staff: Gene Saunders; Steve Jones; James Langford; Dustin Monroe; and Nate Dillard	Email	Promotion
05/11/2023	Congressman Mike Turner's Staff: Zach Taylor; Gene Saunders; Alec Porteau	Email	Promotion
05/12/2023	Ken Lange Auxiliary Systems Inc.	Call	Promotion
05/15/2023	Congressman Mike Turner's Staff: Zach Taylor; Gene Saunders; Alec Porteau	Email	Promotion
05/16/2023	Austin Bass of DMAero	Email	Promotion
05/17/2023	Noel Davis President of BIMAC Specialty Castings	Email	Promotion
05/19/2023	Noel Davis President of BIMAC Specialty Castings	Email	Promotion
05/19/2023	Congressman Mike Turner's Staff: Zach Taylor	Email	Promotion
05/22/2023	Noel Davis President of BIMAC Specialty Castings	Meeting	Promotion
05/24/2023	Mike Love President of DMAero	Email	Promotion
05/24/2023	Congressman Mike Turner's Staff: Zach Taylor & Alec Pourteau	Virtual Meeting	Promotion
05/29/2023	Denise Brown; Head of the United Nations in Ukraine	Email	Promotion
05/30/2023	Jeffrey Griffin Business Development Principal Rotary & Mission Systems Lockheed Martin,	Virtual Meeting	Promotion

Date	Contact	Method	Purpose
05/30/2023	Tara Taylor Wright Brothers Institute	Email	Clarification
05/30/2023	LinkedIn	Social Media	Promotion
05/31/2023	LinkedIn	Social Media	Promotion
05/31/2023	Doug Cowart CFO for DMAero	Virtual Meeting	Promotion
06/01/2023	LinkedIn	Social Media	Promotion
06/01/2023	Paul Jackson of the Entrepreneurs' Center in Dayton OH and Kathy Marshalek	Email	Clarification
06/02/2023	LinkedIn	Social Media	Promotion
06/05/2023	DDTC at the Department of State	Email	Clarification
06/05/2023	Congressman Mike Turner's Staff: Zach Taylor	Call	Promotion
06/06/2023	Noel Davis President of BIMAC Specialty Castings	Email	Promotion
06/06/2023	Noel Davis President of BIMAC Specialty Castings	Email	Promotion
06/07/2023	Nicholas Memos DDTC at the Department of State	Call	Clarification
06/08/2023	LinkedIn	Social Media	Promotion
06/09/2023	Congressman Mike Turner's Staff: Zach Taylor & Alec Pourteau	Email	Promotion
06/09/2023	David Morgan Consultant	Email	Promotion
06/09/2023	General Tool Company	Email	Economic Development
06/09/2023	LinkedIn	Social Media	Promotion
06/09/2023	U.S. Embassy in Ukraine	Email	Clarification
06/09/2023	LinkedIn	Social Media	Promotion
06/12/2023	Marcia Brandstadt; Director of the U.S. Commercial Service in Cincinnati; a division of the U.S. Department of Commerce	Call	Clarification
06/13/2023	Mike Love; President of DMAero	Email	Promotion
06/15/2023	LinkedIn	Social Media	Promotion
06/15/2023	David Morgan Consultant	Virtual Meeting	Promotion
06/16/2023	LinkedIn	Social Media	Promotion
06/16/2023	Deborah Dirr; Senior International Trade Specialist; U.S. Commercial Service; U.S. Department of Commerce	Email	Clarification
06/17/2023	Deborah Dirr; Senior International Trade Specialist; U.S. Commercial Service; U.S. Department of Commerce	Email	Clarification
06/19/2023	LinkedIn	Social Media	Promotion
06/20/2023	LinkedIn	Social Media	Promotion
06/20/2023	Dustin Monroe, GM of Buffalo Horse, Inc. and Mike Love; President of DMAero	Virtual Meeting	Promotion
06/21/2023	LinkedIn	Social Media	Promotion

Date	Contact	Method	Purpose
06/21/2023	Deborah Dirr Senior International Trade Specialist; U.S. Commercial Service and Chris Simpson International Trade Specialist; U.S. Commercial Service U.S. Department of Commerce;	Email	Clarification
06/23/2023	LinkedIn	Social Media	Promotion
06/23/2023	Congressman Mike Turner's Staff: Zach Taylor	Email	Promotion
06/25/2023	Congressman Mike Turner's Staff: Zach Taylor	Email	Promotion
06/27/2023	LinkedIn	Social Media	Promotion
06/27/2023	Congressman Mike Turner's Staff: Zach Taylor	Email	Promotion
06/28/2023	María Eugenia Rettori the Programme Manager at the United Nations Office of Counter-Terrorism	Email	Promotion
06/28/2023	Jeffrey Griffin; Business Development Principal Rotary & Mission Systems Lockheed Martin	Email	Promotion
06/28/2023	Lt Col Schumacher; Office of the Undersecretary of the Air Force for Foreign Affairs	Email	Clarification
06/29/2023	LinkedIn	Social Media	Promotion
06/29/2023	Congressman Mike Turner's Staff: Zach Taylor	Email	Promotion
06/30/2023	LinkedIn	Social Media	Promotion
07/01/2023	Congressman Greg Landsman Staff: Barbara Bell	Email	Promotion
07/03/2023	LinkedIn	Social Media	Promotion
07/04/2023	LinkedIn	Social Media	Promotion
07/05/2023	Congressman Greg Landsman Staff: Michael Spak	Email	Promotion
07/05/2023	LinkedIn	Social Media	Promotion
07/05/2023	Mike Shannon; IP Talons	Email	Promotion
07/05/2023	Mr. Tom Wilson; Director of the Center for Management and Technical Assistance; Police Executive Research Forum (PERF),	Email	Promotion
07/06/2023	LinkedIn	Social Media	Promotion
07/06/2023	Congressman Greg Landsman Staff: Michael Spak,	Email	Promotion
07/06/2023	Dustin Monroe and Shawn Ironmaker of Buffalo Horse Inc	Email	Economic Development
07/07/2023	LinkedIn	Social Media	Promotion
07/10/2023	Dave Spence; CEO of Bloodstone Division	Virtual Meeting	Promotion
07/10/2023	LinkedIn	Social Media	Promotion
07/10/2023	Gabriella Blatt; Legislative Assistant to Senator Jon Tester	Meeting	Promotion
07/11/2023	Dave Spence; CEO of Bloodstone Division	Email	Promotion

Date	Contact	Method	Purpose
07/13/2023	abriella Blatt the Legislative Assistant and Joe Farinash the Military Fellow to Senator Jon Tester	Meeting	Promotion
07/25/2023	Mike Love; President of DEMAero	Virtual Meeting	Promotion
07/26/2023	Serhii Omelchenko;Ukraine Ministry of Defense,	Virtual Meeting	Promotion
07/26/2023	leksandr Lopatkin; Ukraine Ministry of Defense	Virtual Meeting	Promotion
07/26/2023	Zachary Taylor and Alec Pourteau the Legislative Aides to Representative Michael Turner, Michael Spak the Legislative Aide to Representative Landsmen, and Joe Farinash the Military Fellow to Senator Tester	Email	Promotion
07/29/2023	Maureen MacDougal; Contract Specialist U.S. Consulate in Germany	Email	Promotion
08/18/2023	Serhii Omelchenko;Ukraine Ministry of Defense,	Virtual Meeting	Promotion
08/18/2023	Wexler, Wilson, Sommers, Waters, and Simenauer; Police Executive Research Forum	Email	Promotion
08/22/2023	David Weir; Executive Director of Global Response Medicine	Virtual Meeting	Promotion
08/22/2023	David Weir; Executive Director of Global Response Medicine	Email	Promotion
08/23/2023	Robert Bishop, Consultant	Virtual Meeting	Promotion
08/24/2023	Evan Azure; CEO of Island Mountain Development Group	Phone	Promotion
08/24/2023	Accelerator Portal; Ukraine Ministry of Defense	Email	Promotion
08/25/2023	David Weir; Executive Director of Global Response Medicine	Email	Promotion
08/30/2023	Maureen MacDougal; Contract Specialist U.S. Consulate in Germany	Email	Promotion
08/30/2023	Executive Board; Island Mountain Development Group	Virtual Meeting	Promotion
09/01/2023	Shawn Ironmaker; General Manager Buffalo Horse Inc	Virtual Meeting	Economic Development
09/05/2023	LinkedIn	Social Media	Promotion
09/05/2023	Zachary Taylor and Alec Pourteau; Legislative Aides to Representative Michael Turner,	Email	Promotion
09/07/2023	Zachary Taylor; Legislative Aides to Representative Michael Turner,	Email	Promotion
09/08/2023	Zachary Taylor; Legislative Aides to Representative Michael Turner,	Email	Promotion

**AMULUS SECURITY LIMITED**

And

**MINTOVATE LLC**

**CHANNEL PARTNER AGREEMENT**



**THIS AGREEMENT** is made on JULY 16 2023

BETWEEN:

- (1) **AMULUS SECURITY LIMITED** (hereinafter referred to as "**we**", "**us**" or "**the Company**"), a company incorporated in the United Kingdom with registered number 12145376 having its registered office at 16 Great Queen Street, Covent Garden, London, WC2BH 5AH, United Kingdom and for which the relevant email address for use in connection with this Agreement is [jl@amulus.org](mailto:jl@amulus.org) ; and
- (2) **MINTOVATE LLC**(the "**Channel Partner**", hereinafter referred to as "**CP**") located at 500 E. 3rd St., Apt. 312, Dayton, OH, 45402

**WHEREAS:**

The Company wishes to appoint the CP, and the CP agrees to its appointment, as the Company's non-exclusive distributor to solicit prospective customers, market, distribute and sell or rent within the Territories the Products (as herein defined) subject to and in accordance with the terms and conditions set out herein.

**IT IS HEREBY AGREED AS FOLLOWS:**

## 1. Definitions and Interpretations

### 1.1 Definitions

In this Agreement the following terms shall have the meanings set out below unless the context requires otherwise:

"Associate"	means and includes any person who is a holding or subsidiary company of the CP or a holding or subsidiary company of any such company; or any person with whom the CP has any arrangement or agreement relating to the subject matter of this Agreement;
"Agreement"	means this agreement together with all schedules and attachments hereto;
"Business Days"	means days, not being a Friday or a Saturday, which are generally accepted business days in the United Kingdom;
"Confidential Information"	means all information, (including all oral and visual information, and all information recorded in writing, or electronically, or in any other medium or by any

other method or process) and whether of a commercial, financial, marketing, technical, non-technical or any other nature, which is disclosed by the Company to, or obtained by, the CP, or by, or from, a third person acting on the Company's behalf, and shall include, without limitation, any plans, proposals, design specifications, models, sketches, drawings, photographs, processes, trade secrets, know-how, all Intellectual Property, information concerning research, experimental work, development, design details and specifications, engineering, procurement requirements, purchasing, manufacturing, business forecasts, sales, merchandising and marketing plans, customer lists, personnel information and all other aspects of its business or affairs, including, without limitation, its assets, liabilities, prices, profitability, plans, policies and financial position which is either marked or identified as "confidential" or, in any event, is such that, by its nature, the information would be accepted by a reasonable person as confidential;

"Customer"	means a Prospective Customer who concludes a Sale or Rental with the CP;
"Discounted Price"	means in relation to a Product the Ex-Works price that the Company will charge for a Sale to the CP as set out in Schedule 1 as amended by the Company from time to time;
"Effective Date"	means the date of execution of this Agreement;
"Excluded Customers"	means those parties listed and identified by the CP in the Prospective Customer List (as amended from time to time) but whom the Company has determined pursuant to clause 3.2 are unavailable to the CP as Prospective Customers;
"Excluded Territories"	means those territories notified in writing by the Company to the CP from time to time (being territories in respect of which the Company has entered into exclusive distributorship agreements with another channel partner);
"Group"	means and includes any entity which is a holding or subsidiary company of the Company or the CP or a

	holding or subsidiary of any such entity and "Member of a Group" shall be construed accordingly;
"Representatives"	has the meaning ascribed to it in clause 10.1;
"Initial Period"	has the meaning ascribed to it in clause 2.2;
"Intellectual Property"	means property of the Company in which intellectual property rights of whatever nature subsist, including but not limited to patents, trademarks, database rights and present and future copyright;
"Marketing Materials"	means such documents, materials and information provided to the CP by the Company in relation to the marketing of one or more Product(s);
"Product(s)"	consists of and includes Robus; together with such other product(s) as the Company may from time to time manufacture, market or distribute and as may be further described in Schedule 1, as amended from time to time;
"Prospective Customers"	means persons identified from time to time by the CP to the Company who, not being Excluded Customers, may subsequently become Customers;
"Prospective Customer List"	means the list (as amended and updated from time to time) of Prospective Customers which the CP shall from time to time provide to the Company pursuant to Clause 3.2, the first of which is attached as Schedule 2;
"Rental"	means the execution of a binding agreement by a Prospective Customer with the CP pursuant to which the Prospective Customer agrees to rent a Product from the CP;
"Representatives"	has the meaning ascribed to it in clause 9.1;
"Robus"	the fully equipped ballistic-resistant safe rooms, inserted into or built around standard ISO shipping containers, as manufactured by or on behalf of the Company with its fixtures and fittings attached or contained within the Robus;

"Sale"	means the execution of a binding agreement by a Prospective Customer with the CP pursuant to which the Prospective Customer agrees to purchase a Product from the CP;
"Standard Rental Conditions"	means the Company's standard rental conditions from time to time;
"Standard Sale Conditions"	means the Company's standard sale conditions from time to time;
"Taxes"	means all taxes, charges, levies, assessments and other fees of any kind imposed on the purchase, rental or import of the Products;
"Territories"	means each of the countries, states or geographical areas identified in Schedule 3; and
"Year"	means the periods from the Effective Date to the first anniversary of that date and to each and every anniversary thereafter.

1.2 Unless the context otherwise requires, in this Agreement:

- 1.2.1 Headings are for the purpose of convenience only and do not form part of and shall not affect the construction of this Agreement or any part of it;
- 1.2.2. Reference to a "person" shall be construed so as to include any individual firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.3 All references to statutory provisions shall be construed as including references to any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) of such statutory provision and to all statutory instruments or orders made pursuant to such statutory provision for the time being in force;
- 1.2.4 Words connoting the singular number only shall include the plural number and vice versa unless otherwise indicated; and
- 1.2.5 References to "writing" include email.

2. **Appointment of the CP**

- 2.1 With effect from the Effective Date the Company hereby appoints the CP to act as its non-exclusive CP to market to, and solicit, Prospective Customers and to effect the Sale or Rental to Prospective Customers of Products purchased or rented from

the Company by the CP and to act on the terms and conditions hereof; and the CP hereby accepts such appointment.

- 2.2 The parties agree that the appointment of the CP will for an initial period of seven (7) months from the Effective Date (the "Initial Period") and shall automatically continue thereafter unless and until terminated at any time by either party serving three (3) months' written notice on the other party and otherwise in accordance with the terms of clause 12.
- 2.3 The Company hereby agrees to the CP's non-exclusive marketing of the Products throughout the Territories, which Territories shall be reviewed on a 6-monthly basis bearing in mind the volume of Sales and Rentals generated by the CP.
- 2.4 Throughout the term of this Agreement and for twelve (12) months after termination, neither the CP nor any of its Associates shall:
  - 2.4.1 purchase or otherwise acquire the Products for resale or onward rental from any person, firm or company other than the Company;
  - 2.4.2 manufacture or distribute goods which compete with the Products; or
  - 2.4.3 actively advertise or solicit orders, establish branches or maintain distribution depots for the Products outside the Territory(s).
- 2.5 Nothing in this Agreement shall entitle the CP to any priority of supply in relation to the Products as against the Company's other CPs or customers.

### 3. **Prospective Customers**

- 3.1 The parties acknowledge that the Company has other persons acting on its behalf who may already have identified and approached certain Prospective Customers, or the Company may itself already have approached the same persons. The Company and its agents and representatives may also be subject to certain local and legislative restrictions in approaching persons as Prospective Customers and which will equally apply to the CP.
- 3.2 In recognition of the matters referred to in clause 3.1 the CP shall comply with the following protocol prior to approaching new Prospective Customers:
  - 3.2.1 As soon as practicable after the Effective Date, the CP will draw up and deliver to the Company a Prospective Customer List. From time to time, and at least each calendar quarter, the CP shall deliver to the Company a new or updated Prospective Customer List;
  - 3.2.2 Following receipt of a Prospective Customer List the Company shall have 10 Business Days during which it may advise the CP in writing that with respect to one or more named persons ("Excluded Customers") the CP may not seek to sell or market one or more identified Product(s) and the CP



agrees that it will not thereafter market the Products to such Excluded Customers; and

3.2.3 To the extent that the Company fails to give written notice within the required period so identifying any person as an Excluded Customer then it will be deemed to have approved the Prospective Customer List. For the avoidance of doubt, the Company may advise that any person be an Excluded Customer without giving a reason for its decision and notwithstanding that such person has previously been a Prospective Customer.

3.3 To the extent that the CP is unable to persuade a Prospective Customer to consummate a Sale or Rental within a period of 12 months from the date on which the Company accepts such person as a Prospective Customer then that person shall cease to be a Prospective Customer of the CP. Thereafter both the Company and other persons working on behalf of the Company may approach that person with a view to concluding a Sale or Rental.

#### 4. **Duties of the CP**

4.1 In carrying out its services as a CP for the Company, the CP undertakes to:

4.1.1 comply with all laws, regulations and conduct of business rules applicable to the marketing and distribution of the Products in the relevant jurisdiction where a Sale or Rental may take place;

4.1.2 refrain from entering into any agreement with any person with respect to a Sale otherwise than in accordance with the terms of this Agreement;

4.1.3 refrain from making or purporting to make any representation or giving or making or purporting to give or make any warranty on behalf of the Company or with respect to the Product other than as authorised by the Company or as stated in the Marketing Materials;

4.1.4 refrain from representing itself as an agent of the Company for any purpose or committing the Company to any contracts or otherwise incurring any liability on behalf of the Company other than as specifically authorised by the Company in writing;

4.1.5 advise the Company of any local legal or regulatory requirement of which it becomes aware, or should with reasonable due diligence be aware, to which the import or Sale or Rental of the Products may be subject including but not limited to import licences and applicable duties or other taxes;

4.1.6 observe all directions of the Company given from time to time in relation to the marketing and distribution of the Products;

- 4.1.7 to use only those Marketing Materials supplied or approved by the Company; and
- 4.18 provide all such assistance as the Company may reasonably require in the preparation of materials to be used at presentations to Prospective Customers and in the preparation and co-ordination of the marketing strategy in relation to Prospective Customers.
- 4.2 The CP shall maintain records of the approaches it makes to Prospective Customers and keep records of meetings and communications and the CP shall at all reasonable times allow representatives of the Company reasonable access to such books and records.
- 4.3 The CP shall maintain a log of the names and details of Prospective Customers whom it approaches or to whom it may send Marketing Materials, and keep records of meetings and communications with Prospective Customers and send a copy of such log and records to the Company at least once each month and promptly upon request by the Company provide the Company with regular updates on progress with Prospective Customers.
- 4.4 The CP shall exercise due skill, diligence and care in performing its obligations under this Agreement and shall act in all matters relating to the performance of its obligations under this Agreement with integrity and good faith and shall not engage in any conduct nor permit any person or entity to engage in any conduct which, in the reasonable opinion of the Company, is prejudicial to the Company or potential Sales or Rentals.

## **5. Conditions of Sale or Rental to Customers by the CP**

- 5.1 With respect to all purchases or rentals of Products by the CP, the CP shall submit purchase orders to the Company in an agreed form.
- 5.2 The CP shall be entitled to effect onward Sales of Products but only to a Customer who is not in the Excluded Territories. The CP shall be free to determine the terms and conditions upon which any such onward sales are effected.
- 5.3 The CP shall be entitled to effect onward Rentals of Products but only to a Customer who is not in the Excluded Territories and only on the basis of a rental agreement which shall in all material respects (but subject to clause 5.5) be consistent with the Company's own Standard Rental Conditions which would be used if the Company were to rent a Product to a customer directly.
- 5.4 The current version of the Company's Standard Rental Conditions is set out at Schedule 4 but the Company may revise its Standard Rental Conditions from time

to time, in which case it shall provide a copy of the revised Standard Rental Conditions to the CP, which shall thereafter supersede the previous version.

- 5.5 The CP shall ensure that when the CP enters into a Rental in respect of a Product which the CP has itself rented from the Company, the contract between the CP and the Customer in respect of such Rental shall contain provisions designed to produce the result that if the CP should become insolvent or otherwise unable to discharge the CP's obligations under such Rental contract, the contractual relationship between the CP and the Customer shall be novated or assigned such that thereafter the Customer and the Company will be in a contractual relationship (on the same terms as had existed as between the Customer and the CP) and the contractual relationship between the CP and the Customer shall end.
- 5.6 All the Products rented by the Company to the CP shall be subject to the Standard Rental Conditions, except to the extent that such conditions are inconsistent with the terms of this Agreement, in which case the latter shall prevail.
- 5.7 All the Products sold by the Company to the CP shall be sold subject to the Standard Sale Conditions, except to the extent that such conditions are inconsistent with the terms of this Agreement, in which case the latter shall prevail.
- 5.8 The current version of the Standard Sale Conditions is set out at Schedule 5 but the Company may revise its Standard Sale Conditions from time to time, in which case it shall provide a copy of the revised Standard Sale Conditions to the CP, which shall thereafter supersede the previous version.
- 5.9 The CP acknowledges that the Intellectual Property belongs to the Company and will use the same only as agreed with the Company.
- 5.10 Subject to clause 2.5, the Company shall use all reasonable endeavours to ensure that purchase orders in respect of the purchase or rental by the CP from the Company of a Product are fulfilled as promptly as is reasonably practicable.

## **6. Provision of Documents and Other Assistance**

- 6.1 The Company agrees that it shall provide the CP with all Marketing Materials (in electronic form or otherwise, as requested by the CP from time to time).
- 6.2 Where the Company has prepared materials or information for the CP the Company will ensure that the materials and information are clear and not misleading in all material respects.

## **7. Proper Instructions**

Instructions in respect of the matters referred to in this Agreement shall be given by the Company or its agent to the CP in writing or email, signed or similarly approved by an authorised person on behalf of the Company.

8. **Taxes**

- 8.1 All Taxes, shall be the responsibility of, and for the account of, the CP.
- 8.2 The CP shall indemnify the Company against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company arising out of or connection with any Taxes.

9. **Confidentiality**

- 9.1 In consideration of the disclosure of Confidential Information, the CP hereby agrees on behalf of, and with responsibility for, itself, its directors, employees, agents, advisors and Associates (together "Representatives") at all times:
- 9.1.1 to maintain such Confidential Information in confidence, and in a secure manner, and to use the same only as authorised in writing by the Company as being necessary or desirable to promote a Sale;
- 9.1.2 not to use or disclose or permit to be used or disclosed Confidential Information to any third party save to those of its Representatives known to the Company who have, and, can be shown to have, a need to know and to ensure that each of those persons is aware of the CP's obligations of confidence under these provisions and is subject to obligations of non-use and non-disclosure no less strict than those imposed herein;
- 9.1.3 not to copy, reproduce or reduce to writing any such Confidential Information save as may be reasonably required to fulfil his obligations under this Agreement;
- 9.1.4 upon request by the Company to return within 30 days, or at the option of the Company, to destroy, all items of Confidential Information, or copies, thereof, (including any such Confidential Information held on a computer system); and
- 9.1.5 to notify the Company immediately upon becoming aware of, or suspecting that there may have been a breach of confidence in respect of the Confidential Information or of any circumstances, events or happenings which may suggest that any person may have unauthorised possession, knowledge or use of the Confidential Information.
- 9.2 Nothing in these provisions shall prohibit a party disclosing Confidential Information of the other party that may be required by court order or by any governmental or other regulatory authority provided that, wherever possible, in

advance, but in any event, as soon as reasonably practicable the disclosing party shall:

9.2.1 provide the Company with details of the nature and contents of such disclosure and evidence in writing that the disclosure is necessary; and

9.2.2 give the Company the opportunity to discuss and agree any possible limitations or restrictions on disclosure in advance.

9.3 Confidential Information shall not include information or material which

9.3.1 was in the public domain at the time of receipt or disclosure or subsequently becomes so, other than as a result of any breach of these provisions;

9.3.2 can be demonstrated to the reasonable satisfaction of the Company to have been developed by the person in possession independently of the Confidential Information disclosed to it by the Company; and

9.3.3. was received by the person in possession from a third party without similar obligations of confidence and without breach of these provisions.

## 10. **Liability of the CP and the Company**

10.1 The CP agrees to indemnify, defend and hold harmless the Company and each of its affiliates and each of the members, directors, shareholders, officers, employees and legal representatives of any of them (each, an "Indemnified Party") against any costs, losses, claims, damages, liabilities, expenses (including reasonable legal and other professional fees and disbursements), judgments, fines or settlements to which an Indemnified Party may become subject arising out of, or related to the negligence, wilful default, fraud or bad faith of the CP (or any of its members, partners, directors, shareholders, officers, employees and representatives) in connection with the performance or non-performance by the CP of its services or obligations under this Agreement.

10.2 Notwithstanding anything to the contrary in this Agreement, the Company shall not except in respect of personal injury or death caused by the negligence of the Company, be liable to the CP by reason of any representation or implied warranty, condition or other term or any duty in common law, or under the express terms of this Agreement, for any indirect, consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of the Company or its employees or agents or otherwise) arising out of or in connection with any act or omission of the Company relating to the manufacture or supply of the Products by the Company to the CP or relating to any Sale or any Rental between the CP and a Customer.



**11. Representations, Warranties and Undertakings**

- 11.1 Each of the parties hereby represents and warrants (as continuing representations and warranties) that this Agreement has been duly and validly authorised, executed and delivered and is a valid and binding Agreement of such party enforceable in accordance with its terms.
- 11.2 The CP represents and warrants that no action, suit or proceeding is pending or, to the knowledge of the CP, threatened against the CP before or by any court, regulatory agency or other governmental authority.
- 11.3 The CP:
- 11.3.1 shall not engage in any act or practice that would, directly or indirectly, contravene any statute, applicable in any jurisdiction in which the CP engages in any activity, that prohibits bribery or payments to public officials, including, without limitation, any policies of any governmental or quasi-governmental agency implementing or enforcing the foregoing; and
- 11.3.2 whether or not directly applicable to the CP, has given due consideration to the United Kingdom Bribery Act 2010, under which the Company and or its subsidiaries and associates is required to ensure that its agents and associates adopt appropriate standards, policies and procedures in relation to the prevention, detection and reporting of bribery or corruption, and the CP shall adopt and maintain equivalent and appropriate standards, policies and procedures in relation to the prevention, detection and reporting of bribery or corruption within the United Kingdom, the Territories or elsewhere, and provide evidence thereof to the Company promptly on request.
- 11.4 The CP shall ensure that to the best of its knowledge and belief (having made reasonable enquiry) the funds committed by a Customer pursuant to a Sale will not be derived from or related to any illegal activities, including but not limited to, money laundering activities or corruption.
- 11.5 The CP shall immediately notify the Company if it becomes aware of any changes in any statement made or any actual or suspected breach of any of the representations, warranties and covenants given in this clause 11.

**12. Termination**

- 12.1. This Agreement shall have effect from the date hereof and shall continue as described in clause 2 unless and until terminated as follows:
- 12.1.1 either party may elect to terminate this Agreement by delivery of three (3) months' notice in writing to the other party provided that such notice period expires after the expiry of the Initial Period;



12.1.2 notwithstanding clause 12.1.1, either party may terminate this Agreement with immediate effect upon the occurrence of any of the following events in relation to the other party:

12.1.2.1 appointment of a liquidator, receiver, administrator or analogous official over the other party or over any of the assets of that other party (otherwise than pursuant to a scheme of a reconstruction or amalgamation previously approved in writing by the party terminating);

12.1.2.2 if the other party commits a material breach or commit persistent breaches of its obligations under this Agreement and, where such breach is capable of remedy, fails to remedy such breach within fourteen (14) days of receipt of notice from the party terminating indicating the breach; or

12.1.2.3. if the other party shall make any composition or arrangement with its creditors or any analogous event in respect of the other party occurs in any jurisdiction or becomes insolvent for the purpose of section 123(1) of the Insolvency Act 1986 or any analogous legislation.

12.2 Notwithstanding the termination of this Agreement for any reason other than for fraud or criminal misfeasance, such termination shall not affect any liability of any party to the other party hereunder which accrued (including without limitation payment of any fees and expenses accrued on or before the termination or any liability under indemnification provisions hereunder) but was not discharged prior to or upon such termination, or affect the right of any party to claim damages by reason of any breach of this Agreement by the party prior to such termination.

12.3 Notwithstanding the application of English law to the construction and enforcement of this Agreement, the CP hereby acknowledges and agrees that it is not acting as an agent of the Company and, waives any entitlement with respect to any legislation in the UK or elsewhere intended to protect the 'employment' of agents or provide any form of compensation or other payment upon the termination or expiry of the relationship between the CP and the Company.

### **13. Effect of Termination**

Termination shall have the following effects:

13.1 the Company shall refund to the CP any sums paid in advance by the CP to the Company in respect of any order for the purchase or rental of Products placed by the CP and accepted by the Company prior to the date of the Termination;

13.2 all sums which may become due from the CP to the Company in respect of Products supplied prior to the effective date of termination shall forthwith become

due and payable by the CP to the Company;

- 13.3 the Company shall have the option, to be exercised by letter or email, within 3 months of the date of termination of this Agreement to repurchase from the CP any of the Products which had been sold by the Company to the CP and which shall then be in the possession of or under the control of the CP for the lower of a fair market value at the date on which the options are exercised or the price paid by the CP for the Product(s), provided always that the Company shall be responsible for the cost of carriage and insurance of such re-purchased Products;
- 13.4 the CP shall cease forthwith to represent itself as the appointed CP of the Company's Products within the Territory(s);
- 13.5 the CP shall cease to advertise or promote the Products or to make any use of the Intellectual Property other than for the purpose of selling Products in respect of which the Company does not exercise its rights of re-purchases;
- 13.6 the CP shall at its own expense deliver to the Company or otherwise dispose of in accordance with the Company's instructions all sales and promotional literature, documents containing technical information and customer lists relating to the Products;
- 13.7 all the rights and obligations of the parties under this Agreement shall terminate, except for any rights or obligations to which any of the parties may be entitled or be subject before its termination (which shall remain in full force and effect) and except as otherwise provided in this clause 13; and
- 13.8 termination shall not affect or prejudice any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination or any other right to damage or other remedy which any party may have in respect of any breach of this Agreement which existed at or before the date of termination.
- 13.9 Clauses 1 (Definitions and Interpretations), 9 (Confidentiality), 10 (Liability of the CP and the Company) and 17 (Governing Law and Jurisdiction) shall remain in full force and effect.

#### 14. **Nature of the Agreement**

- 14.1 This Agreement is personal to the parties and neither party may assign, mortgage, or charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party.
- 14.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

15. **Entire Agreement and Variation**

- 15.1 This Agreement sets forth the entire agreement and understanding between the parties as to the matters set out herein.
- 15.2 This Agreement may only be amended, altered or varied by agreement in writing between the Company and the CP signed by authorised representatives of each of them.

16. **Notices and Other Communications**

- 16.1 All notices and other communications required to be given or made under this Agreement will be in writing and will be sent to the respective addresses and email addresses specified at the head of this Agreement or to such other addresses or email addresses of which notice in writing has been given by the Company or the CP to the other in accordance with the provisions of this clause 16.
- 16.2 Any such notice or other communication will be delivered by hand or sent by first class prepaid post or by email, and will be deemed to have been duly given upon receipt by the named person to whom the notice is addressed or at the time of transmission of the email, as the case may be.

17. **Governing Law and Jurisdiction**

This Agreement shall be construed and governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

18. **No Partnership**

This Agreement shall not be deemed to create any partnership or joint venture between the parties hereto in relation to the Company or otherwise.

19. **Severability**

If any provision of this Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such applicable law. Any provision of this Agreement which may be held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provisions of this Agreement, and to this extent the provisions hereof shall be severable.

## SCHEDULE 1

It is agreed that for each Robus unit sold by Mintovate business development activities, irrespective of in internal configuration specification, will be awarded the commission fees as outlined below:

### End User Prices

Robus Units	B6 rated
Robus 20ft	\$212,500
Robus 40ft	\$398,000

Channel Partner Reimbursement amounts as below:

Robus Units	B6 rated
Robus 20ft	\$20,000
Robus 40ft	\$30,000

### End User Prices

Robus Units	B7 rated
Robus 20ft	\$357,500
Robus 40ft	\$660,000

Channel Partner Reimbursement amounts as below:

Robus Units	B7 rated
Robus 20ft	\$25,000
Robus 40ft	\$35,000

**\* The Company undertakes to maintain the above End Customer Pricing globally. Any variation of such shall be discussed and agreed mutually beforehand with the CP. Any possible deal that the CP presents involving a discount to the above pricing structure will be duly considered at the time.**

**SCHEDULE 2**

**Prospective Customer List**

<b>Prospective customer</b>	<b>Date of notification of prospective customer to the Company by the CP</b>	<b>Lead contact email</b>

**SCHEDULE 3**

**Territories**

1. Global



**SCHEDULE 4**

**Company's Standard Rental Conditions**

*[to be inserted]*

**SCHEDULE 5**

**Company's Standard Sale Conditions**

*[to be inserted]*

**IN WITNESS** whereof the parties hereto or their duly authorised representatives have executed this Agreement the day and year first above written

**SIGNED and DELIVERED**

for and on behalf of

**AMULUS SECURITY LIMITED**

Date: 07/16/2023

Name: James Langford

Title: Chief Executive Officer

Organization: Amulus Security Ltd

Mailing Address: Palladium House, 1-4 Argyll Street, London, W1F 7LD, United Kingdom

Phone: UK + 44 (0) 7834 555755

Email: [jl@amulus.org](mailto:jl@amulus.org)

Signature \_\_\_\_\_  
  
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**SIGNED and DELIVERED**

for and on behalf of

**MINTOVATE LLC**

Date: 07/16/2023

Name: Brandy Foster

Title: Chief Executive Officer

Organization: Mintovate LLC

Mailing Address: 500 E. 3rd St., Apt. 312, Dayton, OH, 45402

Phone: 937.558.8214

Email: [Brandy@mintovate.com](mailto:Brandy@mintovate.com)

Signature \_\_\_\_\_  
  
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